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|--|--|---|--|---|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 5 | |
| 2. CONTRACT NO. SP0300-02-D-W716 | | 3. ORDER NUMBER JUL 12 2002 | | 5. SOLICITATION NUMBER SP0300-01-R-D003 | | 8. SOLICITATION ISSUE DATE 01/14/02 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME DIANN MC MILLAN OWENS | | b. TELEPHONE NUMBER (No collect calls) (215) 737-4223 | | 9. OFFER DUE DATE/ LOCAL TIME 2/5/02/ 10:00 AM | |
| 9. ISSUED BY | | CODE SP0300 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 311511 (NAICS) SIZE STANDARD: 500 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700) 13b. RATING 14. THIS ACQUISITION IS <input type="checkbox"/> RFD <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | |
| DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE ATTN: DSCP-HFVH, BLDG 6 PHILADELPHIA, PA 19111-5098 | | | | 12. DISCOUNT TERMS NET 30 DAYS | | | |
| 15. DELIVER TO | | CODE | | 16. ADMINISTERED BY | | CODE SP0102 | |
| SEE SCHEDULE | | | | SAME AS BLOCK 9 | | | |
| 17a. CONTRACTOR/ OFFEROR | | CODE 01S378 | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY | |
| KRISPY KREME DOUGHNUT CORPORATION 810 CASSAT AVENUE JACKSONVILLE, FL 32205 TELEPHONE NO. | | | | | | CODE S33150 | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED | | <input type="checkbox"/> SEE ADDENDUM | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | - BREAD AND BREAD PRODUCTS | | | | | |
| | | - CENTRAL FLORIDA | | | | | |
| | | - INDEFINITE DELIVERY CONTRACT | | | | | |
| | | - BASE YEAR PLUS ONE OPTION YEAR | | | | | |
| | | BASE TERM: JULY 21, 2002 THRU JULY19, 2003 | | | | | |
| | | <i>(Attach Additional Sheets as Necessary)</i> | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA SG 97X4930.SC.S0 01 26.0 S33150 MINIMUM : \$13,819.50 | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$55,277.98(Est. Base year) | | | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | <input type="checkbox"/> ARE | | <input checked="" type="checkbox"/> ARE | | <input type="checkbox"/> ARE NOT ATTACHED. | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | | <input type="checkbox"/> ARE | | <input type="checkbox"/> ARE | | <input type="checkbox"/> ARE NOT ATTACHED. | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | COPIES | | 29. AWARD OF CONTRACT: REFERENCE SP0300-01-R-D003 OFFER DATED 2/5/02 YOUR OFFER ON SOLICITATION (BLOCK 1), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Janine Samoni</i> | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JANINE SAMONI | | 31c. DATE SIGNED JUL 12 2002 | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED | | 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE | | 32c. DATE SIGNED | | 33. SHIP NUMBER | |
| | | | | | | 34. VOUCHER NUMBER | |
| | | | | | | 35. AMOUNT VERIFIED CORRECT FOR | |
| | | | | | | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| | | | | | | 37. CHECK NUMBER | |
| | | | | | | 38. S/R ACCOUNT NUMBER | |
| | | | | | | 39. S/R VOUCHER NUMBER | |
| | | | | | | 40. PAID BY | |
| | | | | | | 42a. RECEIVED BY (Print) | |
| | | | | | | 42b. RECEIVED AT (Location) | |
| | | | | | | 42c. DATE REC'D (YY/MM/DD) | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | | 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | |
| | | | | | | | |

1A

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 90000-0136
Expires: 09/30/98

BASE TERM**GROUP III - DOUGHNUTS**

BREAD AND BAKERY PRODUCTS - NAS JACKSONVILLE FL (TROOP ISSUE); NAVAL HOSPITAL, JACKSONVILLE, FL; FISC MAYPORT, FL (TROOP ISSUE); SHIPS AT MAYPORT, FL

KRISPY KREME DOUGHNUT CORPORATION

| ITEM NO | SUPPLIES/SERVICES | QUANTITY ESTIMATE | UNIT | UNIT PRICE | TOTAL AMOUNT |
|---------|--|-------------------|------|-------------|--------------------|
| 1. | DOUGHNUT, FRESH, PLAIN, GLAZED | | | | |
| | 12 PER PKG 20 OZ. NSN: 8920-01-E11-3230 POUND PRICE <u>\$2.30</u> PRODUCT NUMBER <u>001-01000-038</u> | 4,910 | DZ | <u>2.87</u> | <u>\$14,091.70</u> |
| 2. | DOUGHNUT, FRESH, ICED, W/ CHOCOLATE | | | | |
| | 12 PER PKG 24 OZ. NSN: 8920-01-E11-3236 POUND PRICE <u>\$2.00</u> PRODUCT NUMBER <u>001-01403-003</u> | 3,476 | DZ | <u>3.00</u> | <u>\$10,428.00</u> |
| 3. | DOUGHNUT, FRESH, FILLED W/ WHITE CREAM | | | | |
| | 12 PER PKG 30 OZ. NSN: 8920-01-E11-5487 POUND PRICE <u>\$1.70</u> PRODUCT NUMBER <u>001-06085-001</u> | 2,910 | DZ | <u>3.18</u> | <u>\$9,253.80</u> |
| 4. | DOUGHNUT, FRESH, LEMON FILLED | | | | |
| | 12 PER PKG 30 OZ. NSN: 8920-01-E11-3232 POUND PRICE <u>\$1.70</u> PRODUCT NUMBER <u>001-06230-018</u> | 1,626 | DZ | <u>3.18</u> | <u>\$5,170.68</u> |

BASE TERMGROUP III - DOUGHNUTS (Continued)**KRISPY KREME DOUGHNUT CORPORATION**

| ITEM NO | SUPPLIES/SERVICES | QUANTITY ESTIMATE | UNIT | UNIT PRICE | TOTAL AMOUNT |
|---------|--|-------------------|------|-------------|-------------------|
| 5. | DOUGHNUT, FRESH, JELLY, FILLED | | | | |
| | 12 PER PKG 30 OZ NSN: 8920-01-E11-3233 POUND PRICE <u>\$1.70</u> PRODUCT NUMBER <u>001-06075-001</u> | 2,910 | DZ | <u>3.18</u> | <u>\$9,253.80</u> |
| 6. | DOUGHNUT, CAKE STYLE, FRESH, POWDERED | | | | |
| | 12 PER PKG 20 OZ. NSN: 8920-01-E11-5230 POUND PRICE <u>\$2.40</u> PRODUCT NUMBER <u>001-11000-005</u> | 1,390 | DZ | <u>3.00</u> | <u>\$4,170.20</u> |
| 7. | DOUGHNUT, FRESH CINNAMON CAKE STYLE | | | | |
| | 12 PER PKG 20 OZ. NSN: 8920-01-E11-5230 POUND PRICE <u>\$2.40</u> PRODUCT NUMBER <u>001-11005-009</u> | 970 | DZ | <u>3.00</u> | <u>\$2,910.00</u> |

ESTIMATED TOTAL DOLLAR VALUE : \$55,227.98**FAX NUMBERS FOR ORDER PLACEMENT: 904-786-2112****NOTE: ORDERS SHALL BE PLACED NINETY-SIX (96) HOURS PRIOR TO REQUIRED DELIVERY DATE. ANY AD ONS OR CANCELLATIONS SHALL BE MADE WITHIN SEVENTY-TWO (72) HOURS PRIOR TO REQUIRED DELIVERY DATE.**

BASE TERM**GROUP III - DOUGHNUTS (Continued)****KRISPY KREME DOUGHNUT CORPORATION**

| |
|---------------------------------|
| PLACE (S) OF PERFORMANCE |
|---------------------------------|

KRISPY KREME DOUGHNUT CORPORATION
810 CASSAT AVENUE
JACKSONVILLE, FLORIDA 32205

THE FOLLOWING PROVISIONS ARE INCORPORATED:

The Base Term of the contract is changed to July 21, 2002 through July 19, 2003.

A. INVOICING

1. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. **Any changes must be made on the face of the invoice.** **Attachments to the invoice are not acceptable.**

2. The vendor shall submit two (2) signed copies of the invoice to the Defense Finance and Accounting Service (DFAS) Columbus Center for payment. At least one (1) of the invoices must be an ORIGINAL, SIGNED copy with an ORIGINAL SIGNATURE. Each invoice shall contain sufficient data for billing purposes. This includes:

1. **Contract Number;**
2. **Call Number or Delivery Order Number or Contract Order Number;**
3. **Purchase Order Number;**
4. **Contract Line Items listed in numeric sequence (also referred to as CLIN order);**
5. **Item Nomenclature; LSN/NSN**
6. **DODAAC**
7. **Quantity purchased per item in DSCP's unit of issue;**
8. **Clearly identified and annotated changes on all copies;**
9. **Total dollar value of each invoice (reflecting changes to the shipment, if applicable).**

3. It is ***strongly preferred*** that there be only one (1) invoice per customer per delivery. Vendors are discouraged from running separate invoices for milk and dairy items. However, if this is not possible, then all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc. In addition, all invoice groups must be sent to DFAS Columbus together, in the same package.

BASE TERM

GROUP III - DOUGHNUTS (Continued)

KRISPY KREME DOUGHNUT CORPORATION

4. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.

IMPORTANT:

PLEASE ATTACH A COPY OF THE "STORES" ORDER TO THE APPROPRIATE INVOICE WHEN YOU SUBMIT IT TO DFAS COLUMBUS CENTER FOR PAYMENT.

ALL INFORMATION AS STATED ABOVE MUST BE ON THE VENDOR'S INVOICE TO CONSTITUTE A PROPER AND ACCURATE INVOICE SO THAT PAYMENT CAN BE PROCESSED IN A TIMELY MANNER.

B. PAYMENTS

1. DFAS Columbus is the payment office for this acquisition. Invoices should be mailed to the following address:

DFAS – Columbus Center
Attn: DFAS-CO-SES
P.O. Box 182317
Columbus, OH 43218-6260

2. If a customer orders manually (not through STORES, i.e., Federal Detention Center), signed invoices must also be faxed to the Contract Specialist at (215) 737-3332.

3. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses."